

EXHIBIT B



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

In consideration of the commencement of Employee's employment with M Corp and the compensation that will be paid, Employee and M Corp agree as follows:

1. M Corp Trade Secrets

In the performance of Employee's job duties with M Corp, Employee will be exposed to M Corp's Confidential Information. "Confidential Information" means information or material that is commercially valuable to M Corp and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning M Corp's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) information concerning M Corp's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, strategic plans for the capture of new business, technical and business approaches for improving target and existing client systems, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) information concerning M Corp's employees and consultants, including salaries, strengths, weaknesses and skills;
- (d) information submitted by M Corp's customers, suppliers, employees, consultants or co-venture partners with M Corp for study, evaluation or use; and
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect M Corp's business.

2. Nondisclosure of Trade Secrets

Employee shall keep M Corp's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside M Corp without M Corp's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than M Corp.

However, Employee shall have no obligation to treat as confidential any information which:

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by M Corp;
- (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or

Employee initials ^{BS}_____



(c) is or becomes lawfully available to Employee from a source other than M Corp.

3. Confidential Information of Others

Employee will not disclose to M Corp, use in M Corp's business, or cause M Corp to use, any trade secret of others.

4. Return of Materials

When Employee's contract with M Corp ends, for whatever reason, Employee will promptly deliver to M Corp all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to M Corp all equipment, files, software programs and other personal property belonging to M Corp.

5. Confidentiality Obligation Survives Employment

Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with M Corp ends and continues for so long as such Confidential Information remains a trade secret.

6. General Provisions

- (a) Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venturer of M Corp for any purpose.
- (b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of M Corp and Employee.
- (c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both M Corp and Employee.
- (d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause M Corp irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that M Corp shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as M Corp deems appropriate. This right is to be in addition to the remedies otherwise available to M Corp.
- (f) Indemnity: Employee agrees to indemnify M Corp against any and all losses, damages, claims or expenses incurred or suffered by M Corp as a result of Employee's breach of this Agreement.
- (g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

Employee initials ^{JB}_____

M Corp

- (h) Governing Law: This Agreement shall be governed in accordance with the laws of the State of California.
- (i) Jurisdiction: Employee consents to the exclusive jurisdiction and venue of the federal and state courts located in California in any action arising out of or relating to this Agreement. Employee waives any other venue to which Employee might be entitled by domicile or otherwise.
- (j) Successors & Assigns: This Agreement shall bind each party's heirs, successors and assigns. M Corp may assign this Agreement to any party at any time. Employee shall not assign any of his or her rights or obligations under this Agreement without M Corp's prior written consent. Any assignment or transfer in violation of this section shall be void.

7. Signatures

Employee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect M Corp's interests. Employee has received a copy of this Agreement as signed by the parties.

Employee:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below:

M Corp



(Signature)

Alejandro Castro, CEO

(Print Name & Title)

03/17/2023

(Date)

Employee Name

Joseph B. Sheridan

(Signature)

Joseph B. Sheridan, VP Data Analytics

(Print Name & Title)

03/17/2023

(Date)